

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

**Date of Report: June 26, 2020
(Date of earliest event reported)**

Invitae Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36847
(Commission
File Number)

27-1701898
(I.R.S. employer
identification number)

1400 16th Street, San Francisco, California 94103
(Address of principal executive offices, including zip code)

(415) 374-7782
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	NVTA	The New York Stock Exchange LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective June 29, 2020, Kenneth D. Knight will be appointed Chief Operating Officer of Invitae Corporation (“Invitae”). Upon his appointment, Invitae’s current Chief Operating Officer, Lee Bendekgey, will fully transition to lead Invitae’s payer relations, policy and government affairs, regulatory and QA compliance functions.

Mr. Knight, age 60, most recently served as Vice President of transportation services at Amazon.com, Inc., a multinational and diversified technology company, from December 2019 to June 2020, and as Vice President of Amazon’s global delivery and fulfillment human resources from April 2016 to December 2019. Prior to his time at Amazon, from 2012 to March 2016, Mr. Knight served as general manager of material handling and underground business division at Caterpillar Inc., a manufacturer of machinery and equipment. Prior to that, Mr. Knight served in various capacities at General Motors Company, a vehicle manufacturer, for 27 years, including as executive director of global manufacturing engineering and as manufacturing general manager. Mr. Knight holds a B.S. in Electrical Engineering from the Georgia Institute of Technology and a Master of Business Administration from the Massachusetts Institute of Technology.

In connection with Mr. Knight’s appointment as Chief Operating Officer, Invitae and Mr. Knight entered into an offer letter dated June 1, 2020 (the “Offer Letter”), pursuant to which Mr. Knight will be entitled to receive an annual base salary of \$500,000. Mr. Knight will be granted 250,000 restricted stock units (“RSUs”), which will vest in three equal annual installments on the anniversary of Mr. Knight’s start date. Within 30 days of his start date, Mr. Knight will be paid an additional \$500,000 as a sign-on bonus, which is to be repaid if he resigns before the anniversary of his start date. Mr. Knight will be granted an additional 75,000 RSUs which will vest with respect to 50% of the common stock underlying the RSUs six months after his start date, and with respect to the remainder, twelve months after his start date. All RSU grants will be subject to the terms and conditions of the 2015 Stock Incentive Plan and the applicable stock award agreements, and will be subject to a registration statement on Form S-8 covering the shares of common stock underlying the RSUs being filed with the Securities and Exchange Commission (the “SEC”). These RSU grants are intended to be inducement awards under Rule 303A.08 of the New York Stock Exchange. Mr. Knight will also be eligible to participate in Invitae’s management incentive compensation plan starting in the first quarter of 2021, in addition to medical and other employee benefits programs. Mr. Knight’s employment will be on an “at will” basis.

The foregoing summary of the Offer Letter is qualified in its entirety by reference to the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

In connection with his appointment as Chief Operating Officer, Invitae expects to enter into its standard form of indemnification agreement with Mr. Knight. Mr. Knight has no family relationships with any of Invitae’s directors or executive officers, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated June 1, 2020, between Invitae Corporation and Kenneth D. Knight.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INVITAE CORPORATION

Date: June 26, 2020

By: /s/ Shelly D. Guyer
Name: Shelly D. Guyer
Title: Chief Financial Officer



June 1, 2020

Ken Knight

Re: Offer of Employment with Invitae Corporation

Dear Ken:

It is my great pleasure to invite you to join the Invitae team. The terms of our offer are as follows:

1. **Duties.** As Chief Operating Officer (COO) you will be responsible for all duties pertaining to the role of COO. As Invitae's business evolves, your job responsibilities may likely change. During your employment, you will devote your best efforts and your full business time, skill and attention to your Invitae job duties.

2. **Annual Compensation.** Invitae will pay you a base salary of \$500,000 per year, less all deductions and withholdings that apply. We will pay you according to Invitae's standard payroll practices, as they may change from time to time. You will be eligible to participate in Invitae's management incentive plan starting in Q1, 2021. Invitae may modify your compensation during the course of your employment.

3. **Sign-on.** You will also be eligible for a sign-on bonus of \$500,000 payable within 30 days of your start date, with this amount to be repaid if you resign before 12 months of service. In addition, Invitae will also grant you, within 30 days of your start date, 75,000 restricted stock units (RSUs) that will vest 50% after 6 months of service and 50% after 12 months of service, subject to the terms and conditions of Invitae's 2015 Stock Incentive Plan and the applicable Stock Award Agreement. Such RSUs are intended to be inducement awards under Rule 303A.08 of the New York Stock Exchange ("NYSE").

4. **Location.** Your position can be based in any of our offices, with the requirement of maintaining a meaningful presence in the San Francisco, CA office, especially in the first 6 months of employment.

5. **Equity.** Invitae will grant you, within 30 days of your start date, 250,000 RSUs that will vest on the service anniversary date in three equal annual installments over a three-year period, subject to the terms and conditions of Invitae's 2015 Stock Incentive Plan and the applicable Stock Award Agreement. Such RSUs are intended to be inducement awards under Rule 303A.08 of the NYSE.

6. **Benefits.** If you choose to enroll, health coverage will begin on the 1st of the following month (i.e., if you start August 15th, benefits go live September 1st.) You will be eligible to participate in Invitae-sponsored medical and other employee benefits programs. For additional information on Invitae's benefits package, please refer to the Employee Benefits summary enclosed with this letter. We will provide further details at your New Hire Orientation, to be scheduled soon after your first day on the job. Invitae may, from time to time, change these benefits.

7. **Background Check and Board Appointment.** This offer of employment is contingent upon satisfactory results of a background check to be performed pursuant to your written authorization and subject to formal appointment by our Board of Directors.

8. **Confidentiality Agreement.** As a condition of your employment, you will be expected to sign Invitae's standard At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement.

9. **At-Will Employment.** Your employment with Invitae will be "at will." This means that either you or Invitae may terminate your employment at any time, with or without cause. Any contrary representations or agreements which may have been made to you are superseded by this offer letter. The "at will" term of your employment can only be changed in a writing signed by you and Invitae.

10. **Arbitration.**

(a) **Agreement to Arbitrate All Disputes.** To ensure the timely and economical resolution of disputes that may arise between you and Invitae, both you and Invitae mutually agree that pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by applicable law, you will submit solely to final, binding and confidential arbitration any and all disputes, claims, or causes of action arising from or relating to: (i) the negotiation, execution, interpretation, performance, breach or enforcement of this Agreement; or (ii) your employment with Invitae (including but not limited to all statutory claims); or (iii) the termination of your employment with Invitae (including but not limited to all statutory claims). BY AGREEING TO THIS ARBITRATION PROCEDURE, BOTH YOU AND INVITAE WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING.

(b) **Arbitrator Authority.** The Arbitrator shall have the sole and exclusive authority to determine whether a dispute, claim or cause of action is subject to arbitration under this Arbitration section and to determine any procedural questions which grow out of such disputes, claims or causes of action and bear on their final disposition.

(c) **Individual Capacity Only.** All claims, disputes, or causes of action under this Arbitration section, whether by you or Invitae, must be brought solely in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than

one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences in this paragraph are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

(d) **Arbitration Process.** Any arbitration proceeding under this Arbitration section shall be presided over by a single arbitrator and conducted by JAMS, Inc. (“JAMS”) in San Francisco under the then applicable JAMS rules for the resolution of employment disputes (available upon request and also currently available at <http://www.lamsadr.com/rules-employment-arbitration/>). You and Invitae both have the right to be represented by legal counsel at any arbitration proceeding, at each party’s own expense. The Arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute; (ii) issue a written arbitration decision, to include the arbitrator’s essential findings and conclusions and a statement of the award; and (iii) be authorized to award any or all remedies that you or Invitae would be entitled to seek in a court of law. Invitae shall pay all JAMS arbitration fees in excess of the amount of court fees that would be required of you if the dispute were decided in a court of law.

(e) **Excluded Claims.** This Arbitration section shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims brought pursuant to the California Private Attorneys General Act of 2004, as amended, the California Fair Employment and Housing Act, as amended, and the California Labor Code, as amended, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the “Excluded Claims”). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration.

(f) **Injunctive Relief and Final Orders.** Nothing in this Arbitration section is intended to prevent either you or Invitae from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any final award in any arbitration proceeding hereunder may be entered as a judgment in the federal and state courts of any competent jurisdiction and enforced accordingly.

11. **Miscellaneous.** This letter states the complete and exclusive terms and conditions of your offer and supersedes any other agreements, whether written or oral. By joining Invitae, you are agreeing to abide by all Invitae policies and procedures as they are established. The terms of this offer and your employment with Invitae will be governed in all aspects by the laws of the State of California. As required by law, this offer is subject to satisfactory proof of your right to work in the United States.

We look forward to having you join us on or before September 1, 2020. If you wish to accept this offer under the terms and conditions described above please sign and date this letter and return it to me by June 8, 2020. If you have any questions about the terms of this offer, please contact me.

Best Regards,

/s/ Glenn Medalle

Glenn Medalle

Head of Talent

Invitae Corporation

I have this offer letter. I under and agree to its terms.

/s/ Kenneth D. Knight

NAME

Today's Date:

6/9/2020

Start Date (mm/dd/yy): 06/29/20